

Exhibit C

Exhibits A-D and F-J To Complaint

THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING (KENT COURTHOUSE)

MARCELA ERIVES, an individual,

Plaintiff,

v.

CARVANA, LLC, a foreign limited
liability company duly licensed to do
business in the State of Washington;

Defendant.

Case No. 22-2-07286-5 KNT

**Exhibits A. – D, and F – J. to Plaintiff's
First Civil Complaint For Damages And
Injunctive Relief**

TO: CLERK OF THE ABOVE-LISTED COURT,
AND TO: CARVANA, LLC, THE ABOVE-LISTED DEFENDANT,

Please find attached herewith Plaintiff's Exhibits A. – D, and F – J., which accompany
Plaintiff's First Civil Complaint For Damages and Injunctive Relief against the above-listed
Defendant.

DATED this May 16, 2022.

Respectfully submitted by:

/s/ Morgan L. Lake

Morgan L. Lake | WSBA #52789

Attorney for the Plaintiff, Marcela Erives

**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - 1**

Marcella Erives vs. CARVANA, LLC

LAKE LAW, PLLC
3703 S. Edmunds St. #115
Seattle, WA. 98118
PH: (360) 499-2144
FX: (206) 260-2894
morgan@morganlakelaw.com

EXHIBIT A.

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**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - I**

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morgan@morganlakelaw.com

Yahoo Mail - Your Carvana order confirmation: 9060685 for 2013 Honda Ridgeline.

1/10/22, 8:40 PM

Your Carvana order confirmation: 9060685 for 2013 Honda Ridgeline

From: Carvana (customeradvocate@carvana.com)

To: marcerives90@yahoo.com

Date: Tuesday, December 1, 2020, 07:18 AM PST

To view this email in your browser, [click here](#)



CARVANA

Available 24/7

CHAT NOW

Congratulations Marcela!

This is your official confirmation to let you know your vehicle is on it's way. Your purchase information and documents have been reviewed and approved!

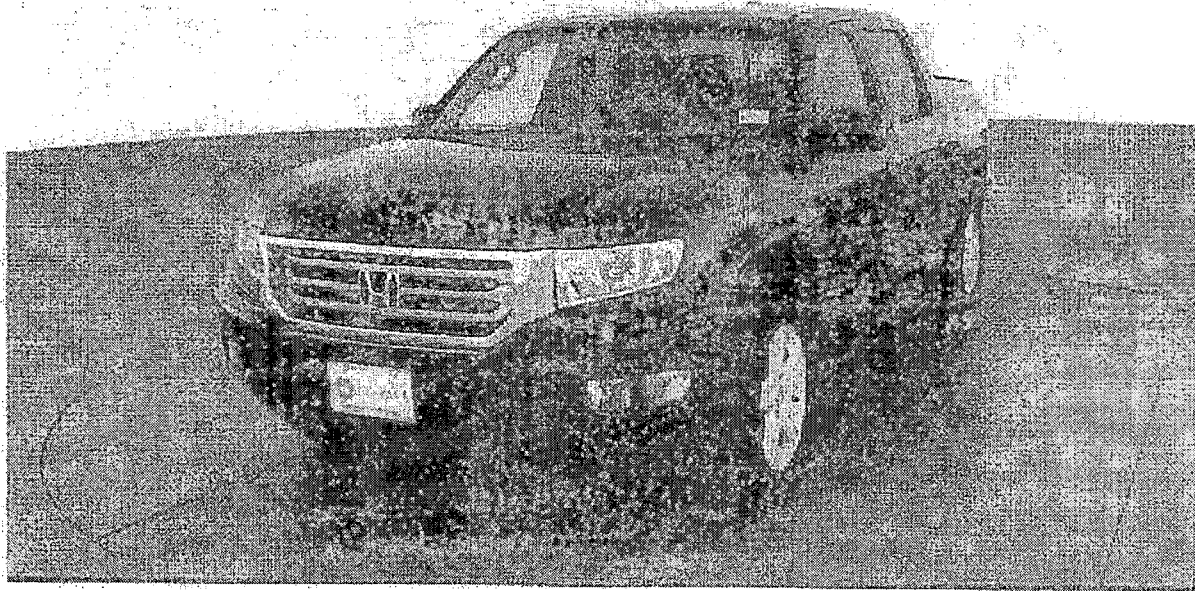
Please see below for your order details and requirements for pickup.

Thank you for choosing Carvana—The New Way To Buy A Car®!

Your confirmation number is: 9060685

Yahoo Mail - Your Carvana order confirmation: 9060685 for 2013 Honda Ridgeline

1/10/22, 6:40 PM



2013 Honda Ridgeline

\$27,788

[VIEW YOUR ORDER PAGE](#)

Pickup Address

707 E. Gilbert Dr Tempe AZ
85281

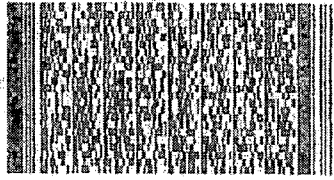
[Get Directions](#)

Pickup Date / Time

Saturday, December 5, 2020

1:30 PM local time

TEMPORARY PLATE



TENNESSEE

QL7T8TD

ISSUED: 01-18-2021
 DEALER: CARVANA LLC
 PHONE: 9013210223

EXPIRES:

02-17-2021



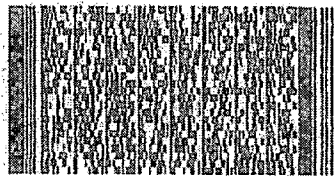
TENNESSEE DEPARTMENT OF REVENUE
 Retain this document in the associated vehicle until receipt of
 the official Tennessee Certificate of Vehicle Registration



MAKE HONDA	MODEL RIDGELINE	YEAR 2013	EXPIRATION 02-17-2021
VIN 5FPYK1F58DB012059	COLOR BURGUNDY	PLATE NUMBER QL7T8TD	STATE TN
OWNER INFO MARCELA ERIVES 1231 144TH SE AVE BELLEVUE, WA - 98007	DEALERSHIP INFO CARVANA LLC 9013210223	COUNTY OTHER COUNTY	



TEMPORARY PLATE



TENNESSEE

QMUL5N2

ISSUED: 07-23-2021 30 DAY EXTENSION
 DEALER: CARVANA LLC
 PHONE: 8445073599

EXPIRES: 08-21-2021



TENNESSEE DEPARTMENT OF REVENUE
 Retain this document in the associated vehicle until receipt of
 the official Tennessee Certificate of Vehicle Registration



MAKE HONDA	MODEL RIDGELINE	YEAR 2013	EXPIRATION 08-21-2021
VIN 5FPYK1F58DB012059	COLOR BURGUNDY	PLATE NUMBER QMUL5N2	STATE TN
OWNER INFO MARCELA ERIVES 390 TAYLOR NW AVE APT 204 RENTON, WA - 98057	DEALERSHIP INFO CARVANA LLC 8445073599	COUNTY OTHER COUNTY	



EXHIBIT B.

**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - I**

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morgan@morganlakelaw.com

Yahoo Mail - We're missing documents for your registration

1/10/22, 9:07 PM

We're missing documents for your registration

From: Carvana (registration@carvana.com)

To: marcerives90@yahoo.com

Date: Friday, November 12, 2021, 05:21 PM PST

To view this email in your browser, [click here](#)



Chat with us »

Available 24/7

Hello Marcela,

We are still unable to register your Carvana vehicle due to missing documents. To process your registration and avoid legal action, please return the following item(s) sent to you via FedEx as soon as possible using the return label provided.

Documents required:

- (New Mexico) Form MVD10861 Affidavit of VIN

If documents are not received, you are at risk of the following:

- Not receiving permanent plates
- Potential ticket driving on an expired temporary plate
- Being in default under your purchase contracts, which could lead to legal action

We hope to get this resolved quickly and keep you happily and legally on the road!

Regards,

Carvana Registration Team

1930 W Rio Salado Pkwy, Tempe, AZ 85281

O: 800.333.4554 ///

Yahoo Mail - We're missing documents for your registration

1/10/22, 9:07 PM

Frequently Asked Questions

Will the registration of my car be delayed?

Yes. DMVs in many states are now closed or offering limited services. We will reach out to you with updates specific to the state you live in. In many cases, the temporary operating plates for your car will be extended or law enforcement has been relaxed. To check on the status of your registration, you can use your Customer Dashboard.

If you are self-registering your car, we recommend visiting your state's DMV website to learn about their current operating status.

[More FAQ »](#)

Disclaimer: Carvana makes every effort to fulfill our scheduled delivery / pickup dates to ensure that our customers receive the best car buying experience possible. However, there are times where unexpected transport delays or inclement weather can impact these timelines. These instances are rare, and we do everything possible to avoid these situations. Should a delay arise, our Customer Advocates will promptly reach out to discuss alternate arrangements.

[Privacy Policy](#) [Terms of Service](#) [Unsubscribe](#) [Help](#)

[here](#)

EXHIBIT C.

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morgan@morganlakelaw.com

Yahoo Mail - Re: Carvana Update

1/10/22, 8:48 PM

Re: Carvana Update

From: Marcela Marcela (marcerives90@yahoo.com)

To: customeradvocate@carvana.com

Date: Thursday, June 24, 2021, 06:03 PM PDT

Hi Advocate Team

I don't know what you expect me to do since I am currently living in Washington state. There's gotta be a way around this as you guys have been aware of me moving way before February, is there a way you guys can provide the Washington state paper work for me to sign and send back, at this point it seem like Carvana is clueless on how to handle this ongoing issue and to begin with this problem was a mistake on your side by not having all papers ready for me to sign when I pick up my truck. Carvana should be way more familiar with this kind of issues as I am aware I'm not the only one going through the same problem regarding my vehicle registration. Once again I am not in New Mexico so how do you expect me to acquire these original documents, since you guys can't send them to me. I have no documents for me to bring to any MVD here in Washington and they cannot help me and all I have now is a truck I cannot even drive without getting pulled over and soon will be getting citations. Please find a way around this as I am extremely upset and frustrated with Carvana incompetence with getting me any kind of registration. This new way of buying a vheicle is far more frustrating than I thought would be, noting pleasant about it. Please resolve this issue.

Thanks
Marcela Erives

On Thursday, June 24, 2021, 05:33:39 PM PDT, Carvana Customer Advocate
<customeradvocate@carvana.com> wrote:

Hey Marcela! Advocate here from Carvana. Just wanted to follow up regarding the conversation we had today. I heard back from our registration team and looks like we've been waiting on you to send us the (New Mexico) Form MVD10861 Affidavit of VIN since 2/5/21. We were aware you moved to Washington but since you signed contracts to New Mexico we must proceed with registration in New Mexico. The document must be original and sent back to us. Please feel free to reply to this email for any questions!

Regards,

Customer Advocate Team
1930 West Rio Salado Parkway /// Tempe, AZ 85281

EXHIBIT D.

Exhibits A. -- D, and F -- J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - 1

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Seattle, WA. 98118
PH: (360) 499-2144
FX: (206) 260-2894
morgan@morganlakelaw.com

Yahoo Mail - You have a new message from the BBB complaint #15590869.

1/10/22, 8:49 PM

You have a new message from the BBB complaint #15590869.

From: Better Business Bureau (info@bbbcommunity.org)

To: marcerives90@yahoo.com

Date: Friday, June 25, 2021, 02:52 AM PDT



Better Business Bureau

**BBB PROVIDES A SERVICE THAT MARKETS
TRUST IN YOUR BUSINESS & BRAND**

You have a new message from the Better Business Bureau in regards to your complaint. Please click on the link below to access the online dispute resolution web site and read this message.

[Click Here to view the complaint](#)

If your email program does not support HTML copy and paste the link below into your browser

<https://odr.bluebbb.org/ODRWeb/Home/SecureLogin.aspx?SecureLinkGuid=f148ce1e-1723-4b21-81b6-098eacdf0e38>

Replies to this message are not monitored or answered. If you have any further questions or concerns, please do not hesitate to contact us at 602-264-5299.

Thank you,

**Better Business Bureau (Phoenix, AZ) 1010 E Missouri Ave
Phoenix, AZ 85014-4585 Phone: 602-264-5299 Fax: 602-798-8279 Email: info@bbbcommunity.org Web: bbb.org**

Yahoo Mail - You have a new message from the BBB complaint #15590889.

1/10/22, 8:49 PM

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**BBB PROVIDES A SERVICE THAT MARKETS TRUST IN
YOUR BUSINESS & BRAND**

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EXHIBIT F.

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AND INJUNCTIVE RELIEF - 1**

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Seattle, WA. 98118
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FX: (206) 260-2894
morgan@morganlakelaw.com

Yahoo Mail - Carvana Here - Contracts Ready to Sign!

1/10/22, 9:05 PM

Carvana Here - Contracts Ready to Sign!

From: Registration (registration@carvana.com)

To: marcerives90@yahoo.com

Date: Monday, December 13, 2021, 11:51 AM PST

Hello Marcela,

Good day!

In order to complete the contract rebuild to update the registration address, we will need the new contracts resigned.

Once they are signed we can proceed with the registration process and deal with any delays there may be. We appreciate your patience in this matter!

If you have any questions or concerns, please reach out to us at 1-800-333-4554 between the hours of 8:00 AM-9:00 PM EST. Thank you for choosing Carvana!

Regards,
Carvana Verification Team
1930 W. Rio Salado Pkwy /// Tempe, AZ 85281
O: 800.333.4554 /// F: 866.221.3833

Please do not reply to this message. Replies to this message are routed to an unmonitored mailbox. If you have questions, we are available to chat 24/7 at <https://www.carvana.com/?openChat=true>

EXHIBIT G.

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FIRST CIVIL COMPLAINT FOR DAMAGES
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morgan@morganlakelaw.com

DocuSign Envelope ID: 38C176E3-44D5-4178-9DE1-31BE2C8081D2

WA-102 9/1/2021

Retail Installment Contract and Security Agreement

Seller Name and Address

CARVANA, LLC

63 PIERCE RD

WINNER, GA 30680-7280

Buyer(s) Name(s) and Address(es)

Marcela Erives

Renton WA

Summary

No.

Date

12/05/2020

☐ Business, commercial or agricultural purpose Contract.**Truth-In-Lending Disclosure**

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
7.638 %	\$ 5,481.24	\$ 24,882.73	\$ 30,363.97	\$ 5,000.00 \$ 35,363.97

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
63	\$ 475.00	Monthly Beginning 01/05/21
1	\$ 438.97	04/05/26
N/A	\$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2013	Honda	Ridgeline	Truck	5FPYK1F58DB012059	44312
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo		Other: N/A			

Description of Trade-In

N/A

N/A

Conditional Delivery☐ Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

N/A

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the principal amount of

\$ 24,882.73 plus finance charges accruing on the unpaid balance at the rate of 7.638 % per year from the date of this Contract until paid in full. You agree to pay this Contract according to the payment schedule and

late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.☐ Additional Charge. You agree to pay an additional charge of \$ N/A that will be ☐ paid in cash ☐ financed over the term of the Contract.☐ Minimum Finance Charge. You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$ 20.00.

Retail Installment Contract-WA. Not for use in transactions secured by a dwelling.

©2021 The Reynolds and Reynolds Company

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

RSSIMVFLZWA 9/1/2021
Bankers Systems
Page 1 of 5

DocuSign Envelope ID: 38C176E3-44D5-4178-9DE1-31BE2CB081D2

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ 2,722.69)	\$ 27,712.69
b. Service Contract paid to: SilverRock	\$ 1,225.00
c. Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	\$ N/A
d. N/A	\$ N/A
e. Cash Price (a+b+c+d)	\$ 28,937.69
f. Trade-in allowance	\$ 0.00
g. Less: Amount owing, paid to (includes q): N/A	\$ N/A
h. Net trade-in (F-g; if negative, enter \$0 here and enter the amount on line q)	\$ 0.00
i. Cash payment	\$ 5,000.00
j. Manufacturer's rebate	\$ 0.00
k. Deferred down payment	\$ 0.00
l. Other down payment (describe) N/A	\$ N/A
m. Down Payment (h+i+j+k+l)	\$ 5,000.00
n. Unpaid balance of Cash Price (e-m)	\$ 23,937.69
o. Insurance premiums paid to insurance company(ies)	\$ 0.00
p. Paid to public officials:	
i. Other Fees	\$ 348.54
ii. N/A	\$ N/A
iii. N/A	\$ N/A
iv. To Dept. of Licensing - Emergency medical services fee	\$ 6.50
q. Financed trade-in balance (see line h)	\$ 0.00
r. Gap Waiver paid to Seller	\$ N/A
s. To: Delivery Fees	\$ 580.00
t. To: N/A	\$ N/A
u. To: N/A	\$ N/A
v. To: N/A	\$ N/A
w. To: N/A	\$ N/A
x. To: N/A	\$ N/A
y. To: N/A	\$ N/A
z. To: N/A	\$ N/A
aa. To: N/A	\$ N/A
bb. To: N/A	\$ N/A
cc. Total Other Charges/Amts Paid (o thru bb)	\$ 945.04
dd. Prepaid Finance Charge	\$ 0.00
ee. Amount Financed (n+cc-dd)	\$ 24,882.73

We may retain or receive a portion of any amounts paid to others.

*[This area intentionally left blank.]***Insurance Disclosures**

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured N/A

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A N/A
By: DOB

N/A N/A
By: DOB

N/A N/A
By: DOB

Property Insurance. You must insure the Property.

You may purchase or provide the insurance through any insurance company or insurance producer reasonably acceptable to us, as the law allows.

The collision coverage deductible may not exceed \$ 1,000

If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

<input type="checkbox"/> \$ N/A Deductible, Collision Cov.	\$ N/A
<input type="checkbox"/> \$ N/A Deductible, Comprehensive	\$ N/A
<input type="checkbox"/> Fire-Theft and Combined Additional Cov.	\$ N/A
<input type="checkbox"/> N/A	\$ N/A

Insurance coverage for bodily injury liability, public liability or property damage liability is not included in this Contract unless checked and indicated.

☐ **Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A

of coverage and we will arrange for the coverage. Otherwise you must procure the coverage (if this insurance is required).

Seller will apply on your behalf for the purchase of insurance checked and indicated above.

DocuSign Envelope ID: 38C176E3-44D5-4178-8DE1-31BE2CB081D2

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

Term	12 Months
Price	\$ 1,225.00
Coverage	Powertrain Service Contract, paid to SaverRock

☐ **Gap Waiver or** ☐ **Gap Insurance**

Term	N/A
Price	\$ N/A
Coverage	N/A

☐ **Cosmetic Protection**

Term	N/A
Price	\$ N/A
Coverage	N/A

12/05/2020

By: Marcela Enivas

Date

N/A

N/A

By:

Date

N/A

N/A

By:

Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

Purchase of Property. You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the Truth-in-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time. See Minimum Finance Charge section. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Balloon Payment. If you do not pay a scheduled installment that is more than double the amount of the average of the preceding installments, you may obtain a new payment schedule. Unless you agree otherwise, the payments due under the new schedule must not be substantially greater than the average of the preceding installments. This right does not apply if the payment schedule is adjusted to your seasonal or irregular income or to accommodate the nature of your employment.

Governing Law and Interpretation. This Contract is governed by the law of Washington and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to ensure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to perform any obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay reasonable attorneys' fees after default and referral to an attorney not a salaried employee of ours.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Retail Installment Contract-N/A Not for use in transactions secured by a dwelling.

©2021 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

RSSINVFLZWA 01/2021
Bankers Systems
Page 3 of 5

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Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

[This area intentionally left blank.]

WARNING.

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PROPERTY INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED TO) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, FINANCE CHARGES AT THE RATE STATED IN THE SALES AGREEMENT SECTION WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS.

Gap Waiver or Gap Insurance. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You may have the option of purchasing Gap Waiver or Gap Insurance to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Insurance agreements. Any Gap Waiver that you buy is part of this Contract.

Notices.

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

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Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

N/A	N/A
By:	Date
Signature of Third Party Owner (NOT the Buyer)	

☒ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

	12/05/2020
By: Marcela Erives	Date

N/A	N/A
-----	-----

By:	Date
	12/05/2020

By: CARVANA, LLC	Date
------------------	------

State law does not allow you to cancel this Contract simply because you change your mind. You do not have a right to cancel this Contract under RCW 63.14.154.

You authorize us to obtain information about you, or the Vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

NOTICE TO BUYER. (a) Do not sign this Contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this Contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this Contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 27.90 % per annum computed monthly.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

	12/05/2020
By: Marcela Erives	Date

N/A	N/A
-----	-----

By:	Date
-----	------

N/A	N/A
-----	-----

By:	Date
-----	------

Seller

	12/05/2020
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By: CARVANA, LLC	Date
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Assignment. This Contract and Security Agreement is assigned to
N/A

the Assignee, phone N/A. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

N/A	N/A
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By:	Date
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CARVANA

Voluntary Authorization for Electronic (ACH) Payments

Name of Buyer or Co-Buyer ("you" and "your"):

Marcela Erives

The "Contract" is your Carvana motor vehicle retail installment contract or lease contract. The terms "we," "us," and "our" mean Carvana and Bridgecrest Credit Company and its and their assigns and successors (including any designated service providers) with respect to the Contract and this Voluntary Authorization for Electronic (ACH) Payments (the "Automatic Payments Agreement"). The electronic funds transfer system we use to initiate transactions to your deposit account is called the Automated Clearing House ("ACH").

Your Authorization for ACH Payments:

Your Deposit Account #:

9-Digit ABA Routing/Transit #:

Account Type:

You agree to help us verify your deposit account information upon request, by providing a voided check, deposit slip and other assistance and information.

Recurring ACH Payments:

You authorize us to initiate recurring monthly ACH debits (monthly deductions) to your deposit account in the amount of your regularly scheduled payment and on the due date as specified in your Contract or other date agreed upon by you and us. If your deduction amount will vary, for example, due to other fees, charges or prepayment, we will notify you of the revised amount. The notice will provide the actual amount and the date of the deduction.

This authorization will expire automatically either on the date the Contract is paid in full or one month prior to your last scheduled payment. If we deduct your last scheduled payment from your deposit account, we may also deduct any additional amounts owed under the Contract, such as fees or other charges. If we do not deduct your last scheduled payment from your deposit account, we will notify you of such and send you a final bill with your last payment instructions and amount.

You understand and agree that these ACH debits may be made to your deposit account on the next business day after any payment due date that falls on a weekend, holiday, or other day when we or depository institutions are not open. You authorize us to initiate electronic credit entries by ACH at any time to correct any errors we might make or at any time to otherwise provide a refund.

Cancelling Payments and Other Terms:

We may cancel this Automatic Payments Agreement at any time and for any reason, without giving you advance notice. Even if this happens, you must still make your Contract payments on or before the due dates scheduled in the Contract. You may cancel this authorization at any time by notifying us at least three business days prior to the date that you'd like the cancellation to be effective. You can cancel online, by phone or using any other method we communicate to you. Contact your depository institution directly for more information about how to cancel ACH debits through the depository institution. You certify the information shown is correct and complete to the best of your knowledge and that you are individually authorized to have funds deducted from the designated deposit account to make your Contract payments. You agree we did not require you to sign this Automatic Payments Agreement and that you voluntarily elected to do so for your convenience and to make payments required by the Contract.

You agree to keep sufficient funds in your deposit account to pay the full amount of these payments on the dates scheduled. If an ACH debit to your deposit account is returned to us unpaid due to insufficient funds, you understand and agree that we may initiate additional ACH debits to your deposit account after that in an effort to collect payment to the extent allowed by the ACH rules. You understand that you are liable to us for any fees that may be due under the Contract if any payment is late or returned to us unpaid and/or additional interest, as allowed by the Contract and applicable law. If your depository institution returns an ACH debit, we have the right to end your automatic payments. Failure to exercise this right is not a waiver of the ability to do so at a later time.

By signing this form electronically on the date shown below, you acknowledge that you have read this Automatic Payments Agreement, agree to all its terms and conditions and will keep a completed copy of this form for your records.

Signature:**Date:**

12/05/2020

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ST-8 (rev 06/2014)



Department of Revenue
1800 Century Blvd, N.E.
Atlanta, GA 30345
1-877-423-6711

**Certificate of Exemption
Nonresident Purchase of a Motor Vehicle**

(Please Print)

O.C.G.A. § 48-5-440 defines "motor vehicle" as a vehicle which is designed primarily for use upon the public roads.

TRADE NAME OF DEALER				
CARVANA, LLC				
NAME OF NONRESIDENT PURCHASER			DRIVER'S LICENSE NUMBER AND STATE (IF APPLICABLE)	
Marcela Erives			N/A	
ADDRESS				
CITY		STATE		ZIP CODE
Renton		WA		98
DESCRIPTION OF MOTOR VEHICLE				
DATE OF PURCHASE	INVOICE NUMBER	MAKE	MODEL	VEHICLE ID NUMBER (VIN)
		Honda	Ridgeline	5FPYK1F58DB012059

Affidavit for Out of State Delivery

Purchaser must be a non-Georgia resident living in another state or a business having its principal location outside Georgia.

Under penalties of perjury, I Marcela Erives, have examined this form and attest that all information contained herein is true and correct and that I will immediately transport the above referenced motor vehicle out of the State of Georgia and register it in the State of Washington.

Signature

Marcela Erives

Printed Name

12/05/2020

Date

Dealer must maintain a copy of properly executed certificate of exemption for audit purposes.

ODOMETER DISCLOSURE STATEMENT (Retail)

DATE OF STATEMENT 12/05/2020

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads

44312 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

☐

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

(2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING -- ODOMETER DISCREPANCY

YEAR 2013 MAKE Honda MODEL Ridgeline

BODY TYPE Truck VEHICLE ID NO.
5FPYK1F58DB012059

TRANSFEROR'S NAME CARVANA, LLC.
(PRINTED NAME)

TRANSFEROR'S ADDRESS 63 PIERCE RD
(STREET)

WINDER
(CITY)

GA
(STATE)

30680-7280
(ZIP)

TRANSFEROR'S NAME X Paul Breaux
(SIGNATURE) Paul Breaux

TRANSFeree'S NAME Marcela Erives
(PRINTED NAME)

TRANSFeree'S ADDRESS _____
(STREET)

Renton
(CITY)

WA
(STATE)

98
(ZIP)

TRANSFeree'S NAME X _____
(SIGNATURE) Marcela Erives

EXHIBIT H.

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**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - 1**

Marcella Erives vs. CARVANA, LLC

LAKE LAW, PLLC
3703 S. Edmunds St. #115
Seattle, WA. 98118
PH: (360) 499-2144
FX: (206) 260-2894
morgan@morganlakelaw.com

5/16/22, 8:52 PM

Voice - Chester ("Joe") Eclipse

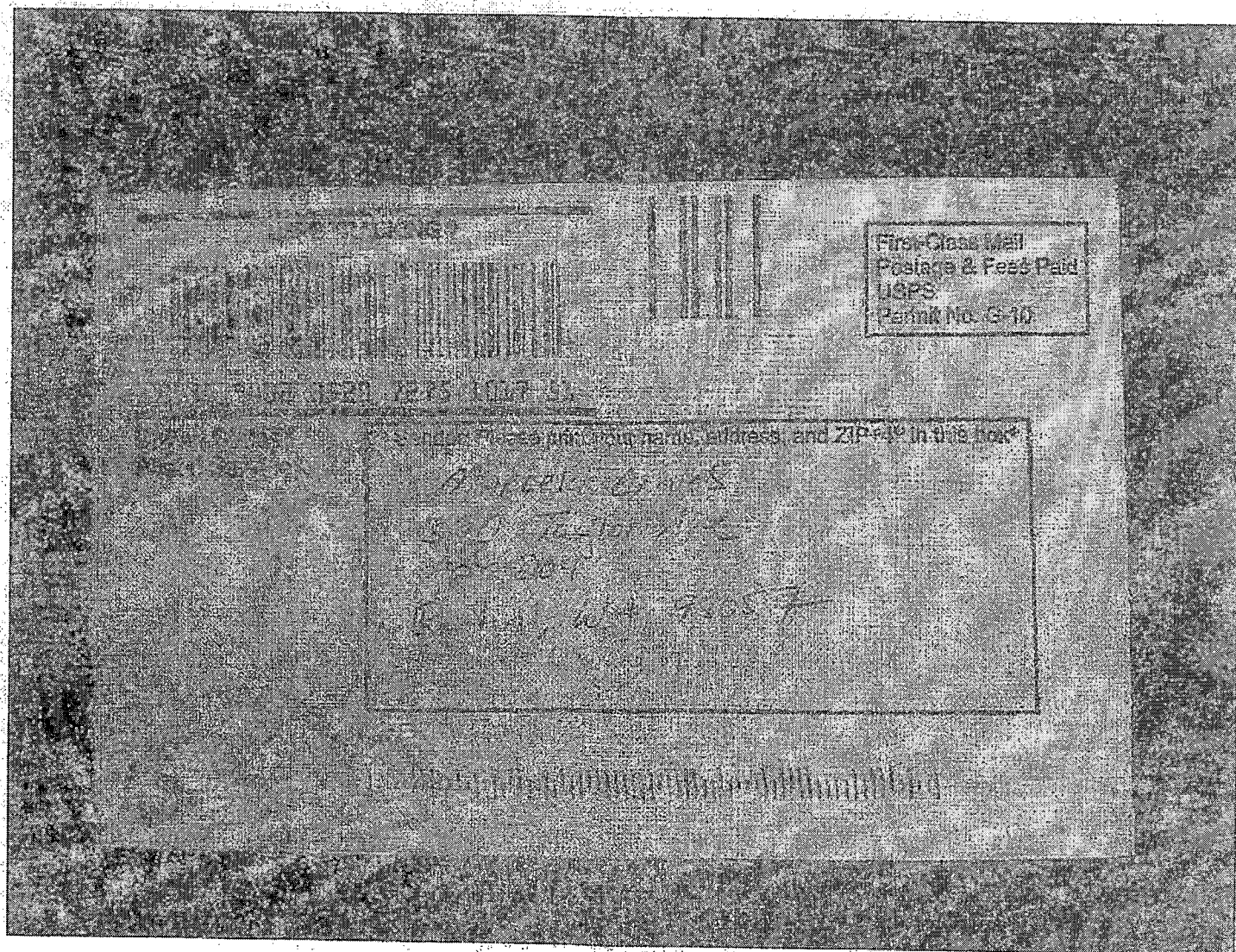


EXHIBIT I.

**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - 1**

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3703 S. Edmunds St. #115
Seattle, WA. 98118
PH: (360) 499-2144
FX: (206) 260-2894
morgan@morganlakelaw.com

5/12/22, 11:02 PM

Mail - Morgan Lake - Outlook

Fw: Update on your Bridgecrest account.

Marcela Marcela <marcerives90@yahoo.com>

Tue 5/10/2022 8:23 PM

To: Morgan Lake <morgan@morganlakelaw.com>

----- Forwarded Message -----

From: Bridgecrest <salaris@bridgecrest.com>

To: "marcerives90@yahoo.com" <marcerives90@yahoo.com>

Sent: Tuesday, May 10, 2022, 09:03:12 AM PDT

Subject: Update on your Bridgecrest account

Act now to avoid paying late fees and additional interest!



Your account is past due

Marcela,

We noticed you still haven't made your past due payment. In order to get back on track, please make a payment today.

Total amount past due: \$3,509.00

Account number: [REDACTED]

Login to your account now to make your payment. Or better yet, sign up for AutoPay and never miss another payment again!

[Make a payment](#)

Notice: A missed payment can negatively affect your credit score so

EXHIBIT J.

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**Exhibits A. – D, and F – J. TO PLAINTIFF'S
FIRST CIVIL COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF - 1**

Marcella Erives vs. CARVANA, LLC

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Seattle, WA. 98118
PH: (360) 499-2144
FX: (206) 260-2894
morgan@morganlakelaw.com

5/12/22, 11:01 PM



[Login](#) | [Create Account](#)

[RECENT OFFERS](#) [COMPANIES](#) [ABOUT](#)

Login to Your Account

Make payments, manage your account and more!

Enter your email address or phone number

or

Enter your account number

or

Enter your PIN

or

Enter your security code

or

Enter your password

or

Enter your account number

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